Bengaluru Metropolitan Transport Corporation

Invites

Request for Proposal

for

Selection of Transaction Advisor

for

Asset Monetization of Several Assets

of

BMTC in and around Bengaluru

Tender No. : BMTC/2026-27/SE1241

Bengaluru Metropolitan Transport Corporation,
Government of Karnataka

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Section 1. - Letter of Invitation

Tender No.: BMTC/2026-27/SE1241 Date: 04.05.2026

Dear Sir/Madam,

Sub: RfP for Selection of Transaction Advisor for Asset Monetization of several assets of BMTC in and around Bengaluru.

Controller of Stores and Purchase (COSP), Bengaluru Metropolitan Transport Corporation (BMTC), Government of Karnataka invites proposals only from Bidders who are empanelled as Transaction Advisors under IDD Notification No. IDD 94 ITS 2022 dated 01.06.2023 under Category A for Transport and Logistics:

1. aXykno Capital Service Private Limited
2. Capital Fortunes Private Limited, Hyderabad
3. C.B.R.E, Gurgaon
4. CRISIL Limited
5. Cushman & Wakefield India Pvt. Ltd., Mumbai
6. Deloitte Touche Tohmatsu India LLP, Haryana
7. Ernst & Young LLP, Kolkata
8. Fortress Infracon Limited, Mumbai
9. Grant Thornton Bharat LLP, New Delhi
10. iDeCK, Bengaluru
11. JPS Associates Private Limited
12. KPMG Advisory Services Private Limited, Mumbai
13. Mazars Advisory LLP, Haryana
14. PriceWaterhouse Coopers Private Limited, Haryana
15. Resurgent Inda Limited, Haryana
16. Tandon Urban Solutions Pvt. Ltd., Mumbai

Any of the above empanelled Transaction Advisor may submit their response for providing the services and requisite EMD electronically through the Karnataka Public Procurement Portal.

The Bidder should have domain expertise, functional and technical competency, and skilled personnel to handle the various aspects of the required services.

This RfP outline the Objectives and Scope of Services to be provided under Terms of Reference.

The Bidder shall be procured through Quality and Cost Based Selection (QCBS) methodology. This selection and contractual arrangement shall be conducted in accordance with, and subject

to, the formal protocols, stipulations, and procedural tenets elaborated herein within this RfP document.

Sl. No	Particulars	Dates
1	Date of Publication	Date : 04.05.2026
2	Last Date of Pre-Bid Queries / Clarifications	Date : 11.05.2026 Time: 17.30 Hrs
2	Pre Bid Meeting	Date : 12.05.2026 Time: 11.30 Hrs
3	Last Date for Submission of Proposals	Date : 04.06.2026 Time: 17.00 Hrs
4	Opening of Technical Proposal	Date : 05.06.2026 Time: 17.00 Hrs
5	Presentation on Technical Proposal	To be Notified to Qualified Bidders
6	Opening of Financial Proposal	Date: 08.06.2026
7	Earnest Money Deposit (EMD)	INR 5,00,000/- (Indian National Rupees Five Lakhs Thousand only)

Postponement of Calendar of events (if any), subsequent notification, changes, amendments, and selection/ rejection of proposal shall be intimated only through the Government of Karnataka Public Procurement Portal and will not be published in newspapers. The Authority reserves the right to accept or reject any or all the tenders received without assigning any reasons thereof.

Sd/-
Controller of Stores and Purchase,
BMTC,
Bengaluru, Karnataka

Section 2. - Information to Bidders

2.1. Introduction

The Bengaluru Metropolitan Transport Corporation (BMTC) is the sole public bus transport service provider in Bengaluru, serving urban, sub-urban and rural areas. BMTC is committed to provide quality, safe, reliable, clean and affordable travel. The testimony of its success lies in increasing passenger trips everyday by a wide range of customer base. To modernize its services for commuter comfort, BMTC strives to strengthen information systems and improve processes through introduction of intelligent technology solution, make capacity enhancement through infrastructure development, user-friendly interchange facilities, fleet upgradation and augmentation, apart from its core activities, which includes fare structuring, route network optimization, planning and monitoring. BMTC reaches far and wide, in every nook and corner of the city, making public transport an attractive travel choice for everyone. BMTC's stronghold in the area of public transport in Bengaluru is a testimony to its adoption of sound Management, HR, Quality and Environmental policies and strong support from the Government of Karnataka and esteemed passengers.

Bengaluru Metropolitan Transport Corporation (BMTC) is a leading passenger road transport organization having a fleet strength over 6,800 buses and operating approx. 60,000 bus trips daily. More than 45 lakhs passengers (on an average) are availing BMTC's services daily.

Beyond its transport operations, BMTC holds several real estate assets across Bengaluru. These include valuable depot lands, vacant plots, and terminal spaces located in high-traffic urban areas. Historically utilized for operational purposes, these lands are now being seen through a new lens—as untapped opportunities for diversification and sustainable revenue generation. From commercial leases for fuel stations and ATMs to logistics hubs and cargo terminals, BMTC has begun leveraging its land holdings to augment its financial stability through non-farebox revenue streams.

Embodying its bold and forward-looking vision, the BMTC is poised to unveil a transformative opportunity of asset monetization of its assets in and around the vicinity of Bengaluru.

2.2. Eligible Bidders

2.2.1. Bidders who are already Empanelled Transaction Advisors as per Infrastructure Development Ports and Inland Water Transport Department (IDD) vide Notification No. IDD 94 ITS 2022 Dtd. 01-06-2023, Category A.

2.2.2. Bidders shall not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by Government of Karnataka and/or any Government Agency/Institution/Board/etc. in India. Else the Bidder's response to the Tender will be considered as non-responsive and disqualified.

2.3. Cost of Tendering

The Bidder(s) shall bear all costs associated with the preparation and uploading of its tender, and the Transport Department, Karnataka, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

2.4. Content of the Tender Documents

2.4.1. The Scope of Services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

Section 1 – Letter of Invitation

Section 2 – Information to Bidders

Section 3 – Data Sheet

Section 4 – Terms of Reference

Section 5 – Standard Forms

Section 6 – Draft Contract for Bidder's Services

2.4.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or uploading of a tender not substantially responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of its tender.

2.5. Preparation of Tender Documents

2.5.1. The Authority named in the "Data Sheet" shall select a firm from amongst the Bidders who have submitted a complete Technical Proposal and Financial Proposal in accordance with the method of selection indicated in the Data Sheet.

2.5.2. The Bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder.

2.5.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several stages, the performance of the Bidder under each stage must be to the Authority's satisfaction before work begins on the next stage.

2.5.4. The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, Bidders are encouraged to pay a visit to the Authority specified in the Data Sheet before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised

of the visit in adequate time to allow them to make appropriate arrangements.

2.5.5. The Authority will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed if any to carry out the services and make available relevant project data and reports.

2.5.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Authority, are not reimbursable as a direct cost of the Assignment; and (ii) the Authority is not bound to accept any of the Proposals submitted.

2.5.7. The Authority expects Bidders to provide professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Authority's, or that may place them in a position of not being able to carry out the assignment in the best interest of the Authority.

2.5.8. Without limitation on the generality of this rule, Bidders shall not be hired under the circumstances set forth below:

2.5.8.1. A firm which has been engaged by the Authority to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

2.5.8.2. Bidders or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Bidders.

2.5.8.3. As pointed out in para. 2.5.8.1 above, Bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Authority whether or not to have the downstream assignment carried out, and if it is carried out, which Bidder will be hired for the purpose.

2.5.8.4. It is GoK's policy to require that Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GoK:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GoK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoK-financed contract; and

d. will have the right to require that, GoK to inspect Bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GoK.

2.5.9. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub-para 2.5.8.4 (d).

2.5.10. The Bidders shall be aware of the provision on fraud and corruption stated in the standard Contract under the clauses indicated in the Data Sheet.

2.6. Clarification And Amendment of RfP Documents

2.6.1. Clarification to Bidder

Bidders may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Authority's e-mail address respectively, as indicated in the Data Sheet. The Authority will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Public Procurement Portal of Government of Karnataka.

2.6.2. At any time before the submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded only on the Karnataka Public

Procurement Portal and will be binding on them. The Authority may at its discretion extend the deadline for the submission of Proposals.

2.7. Debarment

2.7.1. Debarment of Tenderers by Procurement Entity.

a) The Procurement Entity may proceed with debarring such tenderer or contractor or supplier or any of the successor of the tenderer or contractor or supplier who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the Procurement Entity at any stage of procurement and executing activity.

b) The Procurement Entity may, by order, appoint a Committee consisting of such officers not below the rank of Tender Inviting Authority to be the Debarment Committee to consider the proposals for debarring bidder or contractor or supplier and to take a decision thereof.

c) On the receipt of information, Debarment Committee shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision.

d) For consideration of debarment, Tender Inviting Authority or any other officer authorized by Tender Accepting Authority shall furnish the details of such bidders, contractors, or suppliers who have engaged in corrupt practice and fraudulent practices to the Debarment Committee constituted under sub rule (2) above.

e) The Debarment Committee may make recommendations with reasoning in writing, within thirty days from date of receipt of information. Provided that, the said period may be extended by another fifteen days by Procurement Entity for the reasons to be recorded in writing.

f) On the recommendations of the Debarment Committee, the Procurement Entity shall by notification debar any of tenderer or contractor or supplier and publish the same on its website and Karnataka Public Procurement Portal and also maintain the list of such tenderer or contractor or the supplier or any of its successors.

g) The order of debarment shall be deemed to have been automatically revoked on the expiry of the period specified in the debarment order.

2.7.2. Debarment by the Government.

a) The Government may debar a tenderer or contractor or supplier, in the public interest and on the grounds specified in KTPP Act.

b) There shall be a State Level Debarment Committee consisting of such Officers as may be notified by the State Government to consider the proposals for debarring bidder or contractor or supplier and to take a decision thereof.

c) On the receipt of the information, the State Level Debarment Committee shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision on the debarment.

d) For consideration of debarment of the bidders or contractors or suppliers, the officer authorized by the Procurement Entity shall furnish the details of such bidders or contractors or suppliers to the State Level Debarment Committee constituted under sub rule (2) above;

e) The State Level Debarment Committee may make recommendation to the State Government to such an effect, within thirty days, from the date of receipt of the information: Provided that, the said period may be extended by another fifteen days for the reasons to be recorded in writing by the Debarment Committee.

f) On the recommendation of the State Level Debarment Committee, the Government shall debar by notification such tenderer or contractor or supplier and publish the same on the Department website as well as Karnataka Public Procurement Portal and shall maintain the list of such bidder or contractor or the supplier or any of its successor.

g) The debarred tenderer or contractor or supplier shall be removed from the list of registered contractors or vendors.

h) The order of debarment shall be deemed to have been automatically revoked on the expiry of the specified period in the debarment order.

2.7.3. Measures to be taken after Debarment.

The Procurement Entity may take appropriate measures in respect of debarred tenderer or contractor or supplier including one or more of the following, namely: -

a) Reject the bid and forfeit or encash EMD or Bid Security;

b) Terminate the contract; forfeit or encash the performance guarantee; recover the compensation of loss incurred by Procurement Entity;

c) Forfeit or encash any other security or guarantee or bond provided by such tenderer or contractor or supplier in relation to the such procurement; and

d) Recover payments including advance payments, if any, made by the Procurement Entity along with the interest thereon at the prevailing rate of Nationalized Bank.

2.8. Restrictions on Public Procurement from Bidders of certain Countries

2.8.1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent

Authority[1]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

2.8.2. "Bidder"(including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

2.8.3. "Bidder (or entity) from a country which shares a land border with India" for the said purpose means:

a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

2.8.4. The beneficial owner for the purpose of (d) above will be as under:

2.8.4.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

2.8.4.2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

2.8.4.3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone

[1] *The Competent Authority for the purpose of registration under this order shall be/continue to be the Registration Committee constituted in the Department of Commerce & Industries, Government of Karnataka vide GO No. FD 455 Exp-12/ 2020, Dated:25-08-2020.*

or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

2.8.4.4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

2.8.4.5. In case of a trust, the identification of beneficial owner(s) shall include identification of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

2.8.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.8.6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

2.8.7. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

2.8.8. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

2.9. Preparation Of Proposal

Bidders are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

2.9.1. Technical Proposal

2.9.1.1. In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.9.1.2. While preparing the Technical Proposal, Bidders must give particular attention to the following:

a. For assignments on a staff-time basis, the estimated number of key personnel staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key personnel staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.

b. Proposed key personnel must have minimum experience as indicated in the Data Sheet.

c. Alternative key personnel staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

d. Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in the Data Sheet.

2.9.1.3. The Technical Proposal should provide the following information using the attached Standard Forms (Section 5):

a. Technical Proposal Submission Form duly signed by the authorised representative of the Bidder (Section 5A).

b. Details of the Bidder (Section 5B)

c. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Authority (Section 5C).

d. Certificate of the Financial Capacity of the Bidder (Section 5D).

e. A brief description of the Bidder's organization and an outline of recent experience on assignments (Section 5E) of a similar nature.

f. The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 5F).

g. CVs recently signed by the proposed key personnel and the authorized representative submitting the proposal (Section 5G). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.

h. A description of the methodology and work plan for performing the assignment (Section 5H). The Bidder should submit this document at the time of the technical presentation.

i. Power of Attorney of Authorised Signatory (Section 5I)

j. Financial Bid Format (Section 5J)

k. Any additional information requested in the Data Sheet.

2.9.1.4. The Technical Proposal shall not include any information pertaining to the Financial Proposal. Bidders submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

2.9.2. Financial Proposal

2.9.2.1. In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 5). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major

component of the assignment. If appropriate, these costs should be broken down by activity.

2.9.2.2. Bidder shall express the price of their services as per the information provided in Data Sheet.

2.9.2.3. The Bidder should quote their price offer as per Form 5J in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the department in the Terms of Reference, including all the applicable GST and cesses. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.

2.9.2.4. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the key personnel proposed for the assignment. The Authority will make its best effort to complete negotiations within this period. If the Authority wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.

2.9.3. Submission, Receipt, And Opening Of Proposals

2.9.3.1. The Technical Proposal and Financial Proposal; see para 1.2, shall be uploaded to the Karnataka Public Procurement Portal. The documents and details mentioned in Clause above shall be submitted online on the website https://kppp.karnataka.gov.in. Details and process of online submission of the tender and relevant documents are given on the website mentioned above.

2.9.3.2. Downloading of tender documents, submission of proposal all will be through the Karnataka Public Procurement Portal. Bidders must get themselves registered, acquainted and trained on the procedure of participating in Karnataka Public Procurement Portal.

2.9.3.3. Bidders are requested to go through the RFP carefully and submit the required information without exception otherwise proposals will be rejected.

2.9.3.4. The completed proposal comprising documents indicated in Clause above, should be uploaded on the website given above through e-tendering along with scanned copies of requisite information.

2.9.3.5. The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.

2.9.3.6. An authorized representative of the Bidder shall digitally sign the Proposal in the Karnataka Public Procurement Portal. The representative's authorization is confirmed by a written power of attorney or copy of board resolution accompanying the Proposal.

2.9.3.7. The Bidder shall submit the bids separately, i.e., Technical and Financial electronically online in the Karnataka Public Procurement Portal.

2.9.3.8. Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on the Karnataka Public Procurement Portal.

2.9.3.9. The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

2.9.3.10. After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done in accordance with the procedures specified in this RFP. The evaluation committee can open tender in the Karnataka Public Procurement Portal at the designated date and time.

2.9.3.11. Proposals must be received by the Authority online not later than the time specified in the proposal data sheet. The electronic system would not allow any late submission of proposals after due date and time as per server time.

2.9.3.12. After the deadline for submission of Proposals, the Technical Proposal will be opened as per the date and time notified on the Karnataka Public Procurement Portal. The Financial Proposal of the successful Bidders only will be opened after completion of technical proposal evaluation.

2.10. Earnest Money Deposit (EMD)

2.10.1. The Bidders are requested to submit Earnest Money Deposit (EMD) as indicated in the Karnataka Public Procurement Portal along with the Technical Bid

2.10.2. The Bidder can pay the EMD in the Karnataka Public Procurement Portal using any of the valid modes

2.10.3. The Bidder's bid will be evaluated only on confirmation of receipt of the payment of EMD. Bidders shall refer to the Karnataka Public Procurement Portal for more details on the process.

2.11. Refund of EMD

2.11.1. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Bidders will be refunded to the respective Bank accounts of the supplier/Bidder registered in the Karnataka Public Procurement Portal.

2.11.2. The earnest money deposit of unsuccessful Bidder will be returned after the award of the proposal to the successful Bidder.

2.11.3. The earnest money deposit of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed the Contract.

2.11.4. The earnest money deposit may be forfeited:

If the Bidder withdraws the proposal after the deadline for submission of proposals, during the period of proposal validity;

a) If the Bidder does not accept the correction of the contract price; or

b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:

i. Furnish the required security deposit; or
ii. Sign the draft contract with the Authority; or
iii. Sign and return the duplicate copy of the Letter of Acceptance

2.11.5. In case of the Bidder submitting fake documents such as Annual financial turnover, work done certificate, etc., relevant to the proposal.

2.12. Proposal Evaluation

2.12.1. From the time the proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Authority in the Authority's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.

2.12.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

2.13. Evaluation Of Technical Proposals

The evaluation committee appointed by the Authority as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the eligibility criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal shall be given a technical score *(St) (**Summation of marks** obtained in Clause 5.3.2 Technical Evaluation Criteria by adding Experience of the Bidder, Qualification and Experience of Key Personnel, and Technical Presentation on Approach & Methodology)*. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the data sheet.

2.14. Opening And Evaluation of Proposals

2.14.1. After the evaluation of quality is completed, the Authority shall notify the Bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by electronic mail.

2.14.2. The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Authority shall prepare minutes of the public opening.

2.14.3. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Authority will cost them and add their cost to the initial price), correct any computational errors.

2.14.4. The lowest Financial Proposal (*Fm*) will be given a financial score (*Sf*) of 100 points. The financial scores (*Sf*) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according

to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T+P = 1*) indicated in the Data Sheet: *S= St x T% + Sf x P%*. The Bidder achieving the highest combined technical and financial score will be invited for negotiations.

2.15. Award Of Contract

2.15.1. Bidders whose offer has been accepted will be notified by the Authority prior to the expiration of the validity of proposal by, email or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Bidder, the Authority will promptly notify other Bidders that they were unsuccessful through the Karnataka Public Procurement Portal only.

2.15.2. The Bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

2.15.3. Notwithstanding Clause 2.15.1 the Authority reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders or Bidders of the grounds for the Authority's action.

2.16. Performance Security

2.16.1. Within 14 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Authority a Security deposit in any of the forms given below for an amount as indicated in the Data Sheet

i. Banker's cheque/Demand draft/Pay Order in favour of the Authority, payable at Bengaluru.
ii. E-Bank guarantee in the form given in Appendix F of the Draft Contract; or.

2.16.2. Performance Security shall be provided to the Authority not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Authority. The performance security shall be valid until a date 90 days from the date of expiry of the Contract.

2.16.3. The Performance Security shall be furnished from any Nationalised Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

2.16.4. Failure of the Selected Bidder to furnish the Performance Security as provided in Clause 8.1 or enter into Contract with the Authority as provided in Clause 7.1 would constitute sufficient grounds for the annulment of Letter of Acceptance. In such event, the Authority reserves the right to;

i. Forfeit the Earnest Money Deposit amount of the Selected Bidder, and
ii. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.17. Confidentiality

Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process until the winning Bidder has been notified that it has been awarded the contract.

Section 3. - Data Sheet

3.1. Information to Bidders

S. No	Section	Title	Details
1.	2.5.1	Name of Authority	Bengaluru Metropolitan Transport Corporation (BMTC)
2.	2.5.1	The Method of Selection is	Quality and Cost Based Selection (QCBS) Type of Contract is Lump Sum (Firm Fixed Price)
3.	2.5.2	Technical and Financial Proposals are requested:	Yes
4.	2.5.2	Name and Description of Assignment	The name, objectives, and description of the Assignment are: *"Selection of Transaction Advisor for Asset Monetization of several assets of BMTC in and around Bengaluru"* **Description of the Assignment:** BMTC intends to appoint a well-established, reputed professional consultancy firm for providing advisory services in accordance with the Scope of Services as envisaged in this tender. The Bidder shall provide consultancy services over a period of approximately 12 months from the Commencement Date, structured across multiple stages as given in the ToR. The Firm should have domain expertise and functional competency and skilled personnel to handle the various aspects of the required services. The details of the assignment and the scope of work are given in Section 5- Terms of Reference.
5.	2.5.3	The Assignment is phased	No
6.	2.5.4	Official to Contact for Site Visit	Controller of Stores & Purchase Bengaluru Metropolitan Transport Corporation Central Offices, Shanthinagar Bengaluru – 560 027

S. No	Section	Title	Details
			Email: cosp@mybmtc.com
7.	2.6.1	Pre-proposal conference time and date	A Pre-proposal conference will be held: *Yes* Time & Date as notified in the Karnataka Public Procurement Portal
8.	2.6.1	Pre-proposal conference venue	Bengaluru Metropolitan Transport Corporation, BMTC Central Building, Shanthi Nagar, Bangalore 560 027.
9.	2.5.5	The Authority will provide the following inputs:	As per Terms of Reference
10.	2.5.8.3	The Authority envisages the need for continuity in downstream work	No
11.	2.5.8.4	Clauses on fraud and corruption	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 d of G.C.C.
12.	2.6.1	Clarification of any item of the RFP	Clarifications may be requested up to the date and time notified in the Karnataka Public Procurement Portal through email to cosp@mybmtc.com Requests for clarifications must carry the subject line *"Queries regarding RFP for Selection of Transaction Advisor for Asset Monetization of several assets of BMTC in and around Bengaluru"*
13.	2.9	Language of the Proposal	English
14.	3.3 a	Bidder may associate with other participating Bidders	No. Bidder may associate with non-shortlisted (not part of the IDD panel) entities to enhance their credentials
15.	2.9.1.2	The estimated number of Key Personnel Staff Months required for the assignment	Based on the Terms of Reference, the Bidder shall form a multi-disciplinary team for undertaking this assignment
16.	2.9.1.2	The minimum qualification and experience required for the proposed key and sub key personnel	As per the Terms of Reference
17.	2.9.1.2	Language of reports	English

S. No	Section	Title	Details
18.	2.9.1.3 (k)	Additional Information in the Technical Proposal includes	Not Applicable
19.	2.9.2.2	Price of Services	The Bidder shall express the price of their services in Indian Rupees inclusive of all applicable Taxes. The total cost of services, inclusive of all taxes, shall be taken as the Financial Bid Amount to calculate the Financial Score. As provided in Section 5J, the Bidder should quote the Total Cost inclusive of all taxes in the relevant slot provided on the e-Procurement portal. The Financial Bid should not include any conditions attached to it and any such conditional proposal shall be rejected. The Financial Proposal shall cover the total cost for all activities of the Bidder in accordance with the scope of work of this RFP. The Bidder shall calculate the item-wise and total costs for services inclusive of all taxes as per the format at Section 5J. The accepted Financial Proposal shall be applicable for the Term of the Contract. The Breakdown of Costs will be used as the reference cost for the activities that the Bidder shall be undertaking over the Contract Period. The Bidder should take into consideration all the requirements and conditions outlined in this RFP document. No escalation in these costs shall be allowed during the Contract Period without significant variation in campaign/activity components or additional activities. Any escalation in costs or modification of scope of work shall be as per the provisions of the Contract.
20.	2.9.2.4	Validity of Proposal	180 days from submission of Proposal
21.	2.9.3.11	Last Date and time for submission of proposal	As notified in the Karnataka Public Procurement Portal
22.	2.12.1	The address to send information to the Authority is:	Bengaluru Metropolitan Transport Corporation, BMTC Central Building, Shanthi Nagar, Bengaluru 560 027.

S. No	Section	Title	Details
23.	2.13	Minimum technical score	The Bidder must achieve a minimum of **70 marks overall** to be eligible for opening of the Financial Proposal.
24.	2.14.4	Ranking of the Bidders	The formula for determining the financial scores is the following: *Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal under consideration* The weights given to the Technical and Financial Proposal are: *T = 0.80, and* *F = 0.20* The Bidder achieving the highest combined technical and financial score will be invited for negotiations. In case of a tie, the Authority shall select the Bidder who had received a higher score during the technical presentation. In case the Bidders are still tied, preference shall be given to the scores received for the technical evaluation.
25.	2.15.2	Date & Location of the Assignment	To be communicated to the Selected Bidder
26.	2.16	Performance Security	5% (Five Percent) of the Contract Price.

3.2 Pre-Qualification Criteria

The Technical bids of only the Bidders satisfying the following pre-qualification criteria will be evaluated –

S. No	Eligibility Criteria	Supporting Document to be Submitted *(all documents to be submitted unless indicated otherwise)*
1.	**Years of Experience:** The Lead Bidder should have at least 10 (Ten) years of consulting experience in infrastructure sector with government agencies, as on the date of notice inviting tender.	• Technical Proposal Submission at **Section 5A** • Details of the Bidder at **Section 5B**
2.	**Average Annual Turnover:** The Lead Bidder should have an average annual turnover of at least INR 30 Crore (Rupees Thirty Crore only) in the last 03 (three)	• Certificate from Statutory Auditor / Independent Auditor showing the turnover of the company in the last 03 (three) years from the date of

S. No	Eligibility Criteria	Supporting Document to be Submitted *(all documents to be submitted unless indicated otherwise)*
	years from the date of notice inviting tender. The Financial Capacity of only the Lead Bidder will be considered for this criterion. The Financial Capacity of the parent/ subsidiary /associate entities of the Bidder would not be considered for assessment of eligibility for this criterion.	notice inviting tendering the format at **Section 5D**
3.	**Experience with Transaction Advisory Services:** The Lead Bidder should also have undertaken the assignment of Preparing at least two feasibility studies or DPR in Transport Infrastructure projects costing not less than Rs. 200.00 Crores project cost in India in the last 10 years. It is clarified that experience of rendering services as sub-Consultants on a project shall not qualify as Eligible Project under this category. Further, the assignments which are not completed till the date of submission of proposal shall not be considered as Eligible project under this category.	• Bidder's References in the format at **Section 3E** • The following documents issued by the Authority for the project / work should be submitted as proof of undertaking for the respective assignment o Work Order/Contract / Agreement o Completion Certificate
4.	**Not Blacklisted/ Barred and Not Involved in Major Litigation Affecting Service Delivery:** The Bidder (Lead Bidder and Associate Member) should not have been blacklisted/ barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required. The Bidder should certify that in the last five years from the date of notice inviting tender, they have neither failed to perform on any	• Technical Proposal Submission Form at **Section 5**

S. No	Eligibility Criteria	Supporting Document to be Submitted *(all documents to be submitted unless indicated otherwise)*
	contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.	
5.	**Power of Attorney:** The Bidder must submit a duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing signatory for signing this bid.	• Duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder for signing this bid in format at **Section 5I** or a Copy of Board Resolution duly authorizing the Authorized Signatory
6.	**Key Personnel:** The Bidder shall form a multi-disciplinary team for undertaking this assignment and shall submit CVs of the Key Personnel in accordance with the Terms of Reference of the RFP document.	• Team composition and task assignments in the format at **Section 5F** • CVs of the Key Personnel (Suggested format available at **Section 5G**

NOTE:

1. *The Technical Experience and Financial Turnover of the parent / subsidiary / associate entities of the Bidder shall not be considered for assessment of eligibility.*
2. *The Authority shall be free to make enquiries from previous Authority's of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Authority making such enquiries from their existing/past Authority's.*

3.3. Technical Evaluation Criteria

The Bidder shall be evaluated according to the following parameters

S No.	Criteria	Marks
1	Technical Approach & Methodology, Work Plan, Organization & Staffing – Presentation after submission of Technical Proposal	40
2	Qualification & Competence of Key Staff for the Assignment:	60
	Team Leader & PPP Specialist	12
	Traffic cum Transport Planner	8
	Infrastructure Expert	8
	Architect cum Urban Planner	6
	Financial Expert	6
	PPP Expert / Bid Manager	8
	Real Estate Expert	6
	Legal Expert	6
	Total	**100**

3.3.1 **Qualification Marks**

The marks for the qualification and competence of key staff shall be evaluated based upon the following:

S. No	Particulars	Percentage
1.	General Qualifications	10%
2.	Adequacy for the project	80%
3.	Experience in region & language	10%

The minimum qualification and experience requirements of the Key Staff shall be as follows:

S. No	Role	No. of Staff	Estimated Staff Months	Qualifications	Experience Requirements
1.	Team Leader & PPP Specialist	1	6	MBA in Finance or equivalent	• Minimum 15 years of experience in management consulting for urban / Transportation infrastructure projects • Minimum 5 years of experience in delivering infrastructure

S. No	Role	No. of Staff	Estimated Staff Months	Qualifications	Experience Requirements
					projects in PPP mode. • Proven experience in leading multidisciplinary teams on large-scale infrastructure projects. • Previous experience with government and private sector stakeholders. • Strong understanding of project lifecycle management, stakeholder engagement, and contract negotiation
2.	Traffic Cum Transport Planner	1	3	Post Graduation Transportation Engineering/ Transport Planning/ or equivalent	• Minimum 12 years of experience in traffic, transport planning, and mobility studies for transport systems. • Experience in preparing and evaluating traffic impact assessments. • Prior involvement in urban transportation projects, including bus terminals, intermodal hubs, logistics hubs, and corridors. • Strong understanding of urban mobility systems, traffic forecasting, and multimodal transport integration
3.	Infrastructure Expert	1	3	Post Graduation in Civil Engineering or related field	• Minimum 12 years of experience in the design, construction, and management of infrastructure projects. • Expertise in infrastructure planning, utility management, and construction of urban development projects • Proven experience in urban infrastructure

S. No	Role	No. of Staff	Estimated Staff Months	Qualifications	Experience Requirements
					development, including utilities, roads, drainage, and green spaces.
4.	Architect Cum Urban Planner	1	2	Graduation in Architecture and Post Graduation in Urban Planning	• Minimum 12 years of experience in urban design, planning, and architecture for public infrastructure projects. • Prior experience in master planning for urban centers, transport terminals, and commercial spaces. • Expertise in sustainable architecture, space planning, and urban design principles
5.	Financial Expert	1	4	MBA in Finance, Chartered Accountant (CA), or related qualification	• Minimum 12 years of experience in financial modeling, project finance, and economic analysis for infrastructure projects. • Proven experience in PPP projects, particularly in developing and assessing project financial models. • Strong knowledge of financial instruments, capital structuring, cost estimation, and financial feasibility studies
6.	PPP Expert / Bid Manager	1	4	Post-graduate qualification in Law, Management, or Public Policy	• Minimum 12 years of experience in structuring PPP projects, particularly in urban infrastructure and transport sectors. • Expertise in drafting PPP contracts, risk-sharing, legal frameworks, and financial structuring • Proven track record in negotiating and implementing PPP agreements for

S. No	Role	No. of Staff	Estimated Staff Months	Qualifications	Experience Requirements
					major public infrastructure projects.
7.	Real Estate Expert	1	2	Post Graduation in Real Estate, Urban Planning, or Business Administration	• Minimum 8 years of experience in commercial real estate, including leasing, valuation, and market analysis. • Strong understanding of real estate market trends, land valuation, and development potential • Prior experience in the commercial and retail real estate sectors, including transport hubs and public spaces.
8.	Legal Expert	1	2	Graduation in Law	• Minimum 10 years of experience in public infrastructure, urban development law, and drafting legal agreements • Expertise in contract law, land acquisition, regulatory compliance, and risk management • Experience in PPP legal frameworks, procurement laws, and commercial contracts for urban infrastructure projects.

Section 4. – Terms of Reference

1. Introduction

Bengaluru Metropolitan Transport Corporation, Government of Karnataka ("BMTC" or the "Authority") intends to appoint a well-established, reputed professional consultancy firm (the "Bidder and/or Consultant") to undertake Transaction Advisory (TA) services in accordance with the Scope of Services as envisaged in this tender (the "Service"). The agency should have domain expertise, functional and technical competencies and skilled personnel to handle the various aspects of the required services.

2. Project Background

2.1. Value capture from real estate has become an essential strategy for urban transport agencies aiming to strengthen financial sustainability and advance city development goals. For organizations such as BMTC, which serve rapidly growing metropolitan areas, land holdings and depots situated along high-demand corridors offer considerable potential for realizing untapped value. Utilising structured approaches—including Transit-Oriented Development (TOD), joint development arrangements, long-term leasing, and commercial redevelopment—BMTC can establish non-fare revenue streams that lessen reliance on operational subsidies and enhance overall financial stability.

2.2. The strategic integration of transport infrastructure with real estate development enables optimal utilization of scarce urban land while simultaneously improving commuter experience. Carefully planned mixed-use developments at bus depots and terminals can enhance footfall, provide last-mile connectivity solutions, and create vibrant economic hubs. Such initiatives also align with broader urban planning objectives, including densification along transit corridors, reduced vehicular congestion, and promotion of sustainable mobility. Importantly, value capture mechanisms ensure that a portion of the incremental land value generated due to public transport investments is equitably reinvested into the transport system.

2.3. In this context, BMTC seeks to adopt a structured and transparent approach for identification, planning, and monetization of its real estate assets. The proposed initiative aims to attract private sector participation through well-defined contractual frameworks, ensuring efficient project execution, risk allocation, and long-term value realization. The overarching objective is to create a replicable and scalable model for real estate-led revenue augmentation, thereby strengthening BMTC's capacity to deliver high-quality, sustainable public transport services.

2.4. For this purpose Authority seeks services of a qualified firm for the role of a Technical Advisor from the Empanelled IDD Transaction Advisors to the authority.

3. Location of the proposed site/s

The following sites shall form part of the study for asset monetization

Site 1: Hancharahalli – 13 Acres 39 Guntas

Site 2: Dombarahalli – 5 Acres 27 Guntas

4. Objective

4.1. The main objective of this assignment is to prepare the DFR focused on a holistic renewal of the proposed sites which would result in the de-congestion of areas around the sites and shall unlock the potential realization for BMTC.

4.2. The preparation of DFR and TA services shall inter alia include site evaluation for each site, best fit study, market demand assessment for commercial development and technical services for preparation of concept level master plan, architectural concept plan, floor plan & elevation with specifications, functional requirements, cost estimation, project structuring and financial plans for the proposed developments to enable the request for proposal for procurement of EPC or PPP mode of contracts for the proposed locations as per the decision of authority. Transaction Advisory (TA) services implies the support for the entire procurement process for the identification of PPP developers.

5. Scope of Work

5.1. The scope of work covers, but is not limited to, the following tasks:

- Examine the suitability of identified sites for various services such as intra-city transport, inter-city buses, and other services, considering technical, financial, legal, regulatory, environmental, and social aspects, with the help of primary and secondary traffic surveys.
- Assess the current demand-supply scenario at the existing sites, including passenger volume, vehicle count, and forecasted demand, if the site is being utilized for bus operations. The site may also be proposed for bus operations, and in such cases also the TA shall undertake a demand projections as per the requirements outlined by BMTC.
- Assess the proposed site for technical, environmental, social, and economic suitability, including compliance with relevant laws and acts.
- Identify and assess required facilities (bus bays, terminals, parking, pedestrian facilities, etc.) based on projected demand and estimated traffic volumes, if Terminal is envisaged as part of the Development.
- Evaluate revenue-generation opportunities such as commercial space leasing, advertisements, parking fees, etc., and develop a detailed revenue model.
- Develop alternative redevelopment plans based on demand, capacity, and growth, considering both technical and financial feasibility.
- Identify any legal and regulatory hurdles related to land acquisition, zoning, and construction and propose solutions.
- Prepare concept level designs and specifications for the redevelopment, along with architectural designs.
- Prepare Block Cost Estimates based on the finalized concept drawings, considering prevailing market rates and cost norms.
- Develop an Implementation Plan and Phasing Plan for the redevelopment, considering financial viability, timeline, and scalability.
- Identify potential sources of funding, including government grants, PPP models, and private investors.
- Develop a revenue model to maximize income from commercial space, parking, and other facilities.
- Prepare detailed financial model, including cash flows, cost-benefit analysis, and financial sustainability of the project.

- Prepare bid documents and tender documents as per government norms, including technical specifications, scope of work, and evaluation criteria.
- Provide transaction advisory services for structuring the project financing, identifying potential private sector partners, and ensuring that the project is financially viable.
- Develop a structuring approach for PPP or other funding models (if applicable), outlining the financial terms and conditions for private sector participation.
- Provide recommendations for risk-sharing mechanisms in the PPP or financing agreements to mitigate financial and operational risks.
- Assist in the tendering process to select the Concessionaire for the project, ensuring that the bidding process is competitive, transparent, and legally sound.

5.2. Other Tasks

- Carry out necessary site evaluations, including topographic surveys, traffic studies, market studies & real estate assessments.
- Study and Analyse any potential impacts on surrounding areas, including traffic congestion, environmental pollution, and displacement issues.
- Develop a social inclusion strategy for ensuring equitable access to facilities, including provisions for people with disabilities.

5.3. Detailed Scope of Work for TA Services

The Transaction Advisor shall provide comprehensive advisory services across all aspects of feasibility assessment, PPP structuring, and transaction advisory for the identified site/s in Bengaluru. The scope is broken down into six integrated components, ensuring that all project phases, from early-stage assessments to post-award support, are meticulously covered.

5.3.1. Project Due Diligence and Situational Assessment

This component will establish a foundational understanding of the site, and operational context, ensuring that key challenges are identified and addressed early.

a) Review of Existing Documentation:

The TA will review all relevant documentation available, including but not limited to:

- Master Plans and DPRs: Analyse the existing master plans, Detailed Project Reports (DPRs), and any related engineering layouts to understand the original vision and discrepancies with current functionality.
- Utility and Drainage Maps: Study existing utilities (water, sewage, power, telecom) and drainage infrastructure to assess their adequacy and identify necessary upgrades or relocations.
- Operational Plans: Examine current operational workflows for bus operations, maintenance procedures, vendor agreements, and staff management protocols.
- Legal and Landholding Status: Review land ownership records, encumbrances, lease agreements, and other legal documentation to

ensure clarity on the ownership, rights, and liabilities associated with the site.

b) Institutional and Governance Mapping:

To ensure seamless coordination and identify potential regulatory bottlenecks, the TA will:

- Identify Key Agencies: Map the roles, responsibilities, and mandates of all relevant stakeholders, including BMTC, KSRTC, BBMP, BMRCL, DULT, and any other pertinent authorities.
- Regulatory Mapping: Identify any overlaps or gaps in the regulatory framework that may impact the project's feasibility or successful execution. Recommendations on streamlining governance processes will be provided.

c) Site Reconnaissance and Functional Diagnostics:

The TA will conduct a detailed site inspection and functional assessment:

- Zoning and Spatial Mapping: Map the physical boundaries of different zones such as bus platforms, parking areas, commercial spaces, passenger amenities, and utilities.
- Bottlenecks and Pain Points: Identify physical, operational, or logistical bottlenecks affecting current terminal performance. These could include overcrowding, poor accessibility, lack of passenger amenities, or traffic congestion.
- Photography and Visual Documentation: Create a visual record of the current site conditions to highlight challenges and the need for redevelopment.

d) Technical Feasibility and Site Investigations

This component assesses the physical, infrastructural, and environmental feasibility of the proposed redevelopment, including comprehensive investigations and impact assessments.

e) Topographical and Site Surveys:

- Conduct total station surveys or drone mapping to establish accurate topographical data, boundary definitions, built-up structures, access points, and elevation contours.
- Map out all physical features of the site such as buildings, roads, parking areas, utilities, and potential areas of concern.

f) Traffic, Transport & Inter-modality Assessment:

- Map traffic flows, ingress/egress points, and modal interchange patterns (bus-metro-auto-NMT) to assess the site’s connectivity and user convenience.
- Conduct a footfall analysis to gauge pedestrian movement and usage intensity throughout different times of the day.
- Multimodal Connectivity Evaluation: Assess linkages to other transport systems (bus, metro, railway) and the proposed solutions for future integration.

g) Preliminary Design & Zoning Concepts:

- Develop conceptual zoning plans that clearly demarcate areas for bus operations, commercial spaces, waiting areas, green/open spaces, non-motorized transport (NMT) zones, and utilities.
- Conduct preliminary massing studies to assess the buildability and density of the proposed development.

h) Infrastructure & Utility Assessment:

- Review existing infrastructure systems (power supply, water, sewage, stormwater drainage, solid waste management, fire safety, and ICT systems) to determine their adequacy and need for upgrades.
- Propose sustainable infrastructure upgrades and provisions to integrate smart technologies for efficient and resilient operations.
- Assess and determine parking and other amenities necessary for the proposed project.

i) High-level Review of Environmental Considerations:

- Conduct a high-level review of environmental factor to identify and evaluate potential environmental risks associated with the project.
- Prepare a mitigation strategy for identified environmental impacts, ensuring the project aligns with sustainability standards and regulatory requirements.

j) High-level Social Impact Study:

- Analyse the potential social and economic implications of the redevelopment project.
- Impact on Local Employment: Assess how the development will affect local job creation, particularly in construction, retail, and operational activities.
- Economic Revitalization: Evaluate potential changes to the local economy, including increased commercial activities and property values.
- Social Inclusion: Assess whether the project will enhance accessibility and social inclusion, ensuring that marginalized groups are not adversely affected.
- Public Health and Safety: Examine the effects of the redevelopment on public health, including air quality, noise, and general safety within the terminal environment.
- Develop a social mitigation plan that addresses identified risks and proposes actions to maximize positive socio-economic outcomes.

5.3.2. Market Assessment and Commercial Potential

This section aims to estimate the commercial and financial viability of the redevelopment, identifying revenue streams, market demand, and the potential for phased development.

a) Catchment Profiling and Demand Estimation:

The TA will profile the potential catchment area of the site:

- Commuter Analysis: Use passenger surveys, and ticket sales data to estimate demand for various services, including retail, F&B, logistics, and transport.

- Floating Population and Demand: Estimate the impact of transient commuter populations who will use the terminal based on time of day, seasonality, and transit trends.

b) Lease/ Rental Analysis:

Comparative market analysis will include:

- Rental Benchmarking: Carry out a detailed assessment of the commercial real estate market in the vicinity for setting up a commercial complex and identification of product mix for such commercial complex at KBT.
- Revenue Growth Projections: Assess trends in commercial leasing, retail, F&B, and logistics to estimate future revenue growth.

c) Revenue Stream Identification:

The TA will identify and analyse diverse revenue streams, including:

- Primary Revenue Streams: Lease rentals, license fees, advertising rights, parking revenues, digital kiosks, and charging stations.
- Secondary Revenue Streams: event spaces, real estate developments, and partnerships for ancillary services.
- Public-Private Revenue Models: Propose mechanisms for sharing revenues between public and private stakeholders.

d) Commercial Space and Development Phasing:

Based on demand estimation, the TA will:

- Leasable Area Estimation: Define the amount of space suitable for leasing based on current demand and future projections.
- Phased Development Plan: Develop a phased approach for commercial development, balancing capital expenditure with anticipated demand. The strategy will minimize upfront capital exposure, aligning investment with user needs.

5.3.3. Financial Feasibility and PPP Structuring

This section focuses on developing a robust financial model for the project, evaluating various PPP structures, and analysing the overall financial viability of the redevelopment. The goal is to provide the Authority with a comprehensive understanding of the financial returns, potential risks, and sources of revenue.

a) Capital and Operating Cost Estimation

The TA will prepare a block capital expenditure (CapEx) and operating expenditure (OpEx) breakdown for the redevelopment, using high-level estimates. This will include:

- CapEx Breakdown**:**
    - Construction Costs: Estimation of construction-related costs, including civil works, site preparation, building materials, structural elements, and finishing works. Detailed itemization for subcomponents such as underground utilities, foundations, roofing, and internal systems (HVAC, electrical, plumbing).

- Systems and Equipment: Costs associated with the installation of specialized systems such as advanced surveillance, digital signage, smart-ticketing systems, energy-efficient lighting, and air quality management systems.
- ICT Infrastructure: Estimation for digital platforms supporting ticketing, fleet management, passenger info systems, and other ICT-based solutions (e.g., free Wi-Fi, mobile apps).
- Sustainability Features: Costs of implementing energy-efficient features, renewable energy systems (solar panels), water-saving technologies, and waste management systems.

➢ OpEx Breakdown:

- Routine Operations: Cost estimates for staffing, utility usage (water, power), and maintenance. This includes janitorial services, equipment upkeep, IT support, and security personnel.
- Facility Management: Long-term maintenance costs such as HVAC systems, elevators, escalators, landscaping, cleaning, and minor repairs.
- The TA will also evaluate the long-term sustainability of these expenses in line with expected inflation rates and potential cost increases in labour, materials, and utilities.

b) Financial Model Development

This section will create a dynamic, multi-scenario financial model, incorporating various assumptions and scenarios to determine the project's viability across different circumstances. Key components will include:

➢ Cash Flow Projections**:**

- A detailed long-term projection of expected revenues and costs, broken down annually. This will include rental income, passenger-related revenues, parking revenues, and other sources of income.
- Revenue Assumptions: Projections for leasing income from commercial spaces (retail, F&B, office), advertising, parking, event spaces, and other services. These assumptions will be based on market research, current leasing rates, and expected demand growth.
- Operating Costs and EBITDA: Estimate operational expenses (e.g., salaries, utilities, maintenance) and EBITDA (earnings before interest, tax, depreciation, and amortization), assessing profitability over time.

c) Scenario Testing:

➢ Best-Case and Worst-Case Scenarios: Sensitivity analysis will be done on factors such as demand growth, construction delays, cost overruns, and regulatory changes. This will highlight the range of potential financial outcomes for stakeholders.
➢ Scenario Variations: Different interest rate scenarios, construction cost inflation rates, and demand projections will be tested to ensure that the project remains financially viable under multiple conditions.
➢ Return on Investment (ROI):

- Calculation of IRR (Internal Rate of Return), NPV (Net Present Value), payback period, and other financial metrics.
- Projections for debt service coverage ratio (DSCR) to ensure financial health over the life of the project.
- Comparative analysis with similar projects to ensure competitiveness in terms of expected returns.

d) Viability Gap Funding (VGF) and Public Support

A comprehensive evaluation of the need for public support or Viability Gap Funding (VGF) will be conducted, based on the financial model and project's risk-return profile. This component will include:

- VGF Estimation:
  - Identify the financial gap between project costs (CapEx, OpEx) and expected revenues. If the gap is significant, the TA will assess the potential for VGF to bridge this shortfall, ensuring financial viability without overburdening the Authority or the private partner.
  - Financial Contribution from the Authority: Assess the possibility of providing upfront capital, land grants, or subsidies to incentivize private investment from Central and State Schemes.
- Government Participation:
  - Revenue Guarantees: The TA will consider if the government can provide minimum revenue guarantees to the private partner, ensuring some level of certainty in revenue flow, especially in the initial years of operation.

e) PPP Model Evaluation and Structuring

This section outlines the potential Public-Private Partnership (PPP) models for structuring the project, assessing the advantages and disadvantages of each.

- Risk Allocation and Structuring:
  - Evaluate various PPP models such as DBFOT (Design-Build-Finance-Operate-Transfer) and BOT (Build-Operate-Transfer). The TA will analyse these models in terms of:
    - Risk Sharing: Which party (public or private) bears the construction, operational, demand, and financial risks? The TA will propose optimal risk distribution based on the risk appetite of each party.
    - Contract Length: Determine the length of the contract, considering factors such as financial returns, project complexity, and investment duration. The model will aim for a balanced duration that allows for recovery of investment and sufficient profit.
    - Revenue Mechanism: Define how the private partner will earn a return (e.g., lease revenues, ticketing, advertising) and how the State will benefit (e.g., land lease, usage fees).
- Private Sector Incentives:

- Propose performance-linked incentives to ensure the private partner delivers on time, within budget, and meets operational targets. These may include bonuses for early completion or penalties for delays.
- Asset Ownership and Transfer: Structure the final asset transfer mechanism. This includes outlining conditions for the Government's return on investment after the contract period.

f) Risk Identification and Allocation

The TA will create a comprehensive risk matrix, detailing risks for each phase of the project (planning, construction, operation, handover, etc.). The risk matrix will also provide mitigation strategies, such as insurance options, performance bonds, or risk-sharing clauses in the PPP agreement.

5.4. Transaction Advisory and Bid Process Management

This component focuses on managing the competitive bidding process, from preparing comprehensive bid documents to the final selection of the private partner.

a) Procurement Strategy and Market Outreach

The TA will develop a procurement strategy for the single-stage process, aligning with the project's objectives. At this stage the TA shall also recommend the most optimal bundling strategy i.e. should all the identified sites be bid out individually or some combination / bundling shall be undertaken to maximise the returns for the Authority. The procurement strategy shall comprise of:

- Market Sounding:

  Conduct market consultations to gauge interest from potential private partners and adjust the procurement strategy accordingly.

- Procurement Model:

  Given the preference for a single-stage bidding process, the TA will combine both prequalification and technical/financial bid into a unified bid document that allows qualified bidders to submit a comprehensive response.

b) Preparation of Bid Documents

The TA will prepare a detailed bidding document that outlines the project's requirements and bidding process. This document will serve as the comprehensive guide for prospective bidders, including:

- Project Overview and Objectives: Detailed project scope, vision, and expected outcomes, ensuring that bidders understand the full extent of the redevelopment.

- Bidder Prequalification Requirements: Criteria to ensure that only capable and financially sound bidders participate. This will include:

  - Technical and Financial Strength: Required qualifications such as experience with similar projects, financial stability, and demonstrated capability to handle large-scale developments.
  - Past Project Experience: A demonstrated track record of completing similar projects on time and within budget.

- Technical Bid: Specific design and operational proposals

- Financial Proposal Requirements: A detailed financial proposal that includes:
    - Capital Cost Estimates: A comprehensive breakdown of CapEx, including construction, systems, and technology implementation costs.
    - Revenue Model: Projections of expected revenues from various sources, such as leasing, parking, ticketing, and advertising.
    - Payment Structure: A proposal outlining how the private partner will finance the project, including equity investment, debt funding, and any anticipated public-sector support (if applicable).
    - Risk Allocation: How the bidder intends to manage project risks, especially financial, operational, and construction-related.

c) Bid Issuance, Clarifications, and Evaluation

The TA will manage the bid issuance and clarification process, ensuring that all potential bidders are on the same page:

- Bid Issuance: Issue the bid document and ensure that it is widely distributed to attract high-quality bids. Provide all relevant stakeholders with clear instructions on how to submit their proposals.
- Bidder Queries and Clarifications: Organize pre-bid meetings to clarify bidder questions and address any uncertainties about the project. All clarifications will be documented and shared transparently to ensure fairness.
- Bid Evaluation:

  Establish a clear evaluation framework to assess the technical and financial proposals based on predefined criteria. These include:

    - Technical Feasibility: Evaluation of design, operational plans, and sustainability initiatives.
    - Financial Viability: Review of financial proposals to assess return on investment, cost recovery, and funding strategies.
    - Project Execution Timeline: Assessment of the proposed timelines for construction and operational readiness.

d) Contract Negotiation and Finalization

Once the bids are evaluated and a preferred bidder is identified, the TA will lead the negotiation process to finalize the terms of the concession agreement. This includes:

- Finalizing Contract Terms: Negotiating the final terms and conditions, including the project timeline.
- Agreement Execution: Facilitate the signing of the contract, ensuring all compliance requirements are met and that the contract reflects the negotiated terms

6. Duration of the Services

The total duration of the entire project is expected to be 42 Weeks (Excluding time taken for approval by the Authority's) with various stages of submission and presentations. The stages of project submission are defined in tabular form in the following section.

7. Timelines and Payment Schedule

7.1. The following table details out the deliverables and associated payment structure against the deliverables for each stage of deliverables (approval agency will be BMTC).

S. No.	Deliverable	Timeline	Description	Payment Terms
1	Inception Report	T + 2 weeks	• Project understanding and scope validation • Detailed work plan, timelines, team deployment • Methodology for all assessments (technical, financial, legal, environmental) • Plan for surveys, stakeholder engagement, and communication protocols	25%
2.	Concept Report (Separate for Each Site)	T + 10 weeks	• Topographic survey results • Built-up space, road, drainage, and utility mapping • Traffic and pedestrian movement assessment • Site constraints and opportunity analysis • Market and demand assessment (transport, commercial, urban integration)	25%
3.	Draft Feasibility (Separate for Each Site)	T + 14 weeks	• Rapid Environmental Impact Assessment (REIA) • Rapid Socio-Economic Impact Assessment (RSIA) • Legal and institutional framework • Cost estimation (CAPEX, OPEX) • Financial modelling (IRR, NPV, DSCR, VGF analysis) • PPP structuring options with preferred model • Preliminary risk allocation framework • Technical feasibility and redevelopment concept • Preliminary architectural plan and space program	20%
4	Final Feasibility Report (Separate for Each Site)	T + 18 weeks	• Revised and finalized report incorporating feedback • Updated financial model and PPP structuring	20%

S. No.	Deliverable	Timeline	Description	Payment Terms
			• Final risk matrix and mitigation strategies • Investor engagement and market sounding approach	
5	**Bid Process Management**			
a	Bid Document Preparation	T + 21 weeks	• Preparation of single-stage RFP (with qualification and financial criteria) • Draft Concession Agreement, Schedules, Project Information Memorandum	2.5%
b	Launch of Tender	T + 24 weeks	• Issue of RFP on designated portal • Responses to bidder queries and publication of corrigenda (if any)	2.5%
c	Pre-bid Meetings	T + 26 weeks	• Conduct pre-bid meetings • Compilation of clarifications and minutes	2.5%
d	Bid Evaluation Report	T + 33 weeks	• Technical and financial evaluation of received bids • Recommendation of Preferred Bidder • Drafting of bid evaluation report	
e	Issue of Letter of Award (LoA)	T + 35 weeks	• Support in issuance of LoA to selected Concessionaire	2.5%
f	Signing of Concession Agreement	T + 42 weeks	• Finalization of Concession Agreement • Support during signing with selected bidder	

7.2. Success Fee:

In addition to the Fixed Fee as quoted by the Bidder, a success fee amounting to 0.5% of the Estimated Project Cost shall be payable to the TA upon the successful completion of the transaction, defined as the signing of the Concession Agreement between the Authority and the selected Concessionaire. This fee is intended to incentivize quality deliverables, proactive bidder engagement, and timely transaction closure. The Success Fee shall be paid by the selected Concessionaire to the Transaction Advisor before signing of the Concession Agreement.

8. Availability of Key Personnel

The Bidder shall ensure that the Key Personnel as mentioned in the Instructions to Bidder (see 1.8) along with other sub-professional is available for the assignment as and when required. Authority will not normally consider any request of the selected bidder for substitution of key personnel during negotiations. Substitution, will, however be permitted if the key personnel is not available for reasons of any incapacity due to health, subject to equally or better qualified and experienced personnel being provided

to the satisfaction of the Authority. Team leader proposed for assignment shall not be allowed to change.

9. Data and Drawings

9.1. To be Provided by Authority

The authority shall be responsible for providing the available data required by the TA on request. The Nodal officer designated by the Authority shall facilitate handing over of such information. Available data will be shared with successful Bidder. Data from other agencies is required to be sourced by the Bidder.

9.2. To be Provided by Bidders:

The TA shall be responsible for handing over the collected data (raw and analyzed) like surveys, bus schedules, bus augmentation plans, and drawings (all options and respective presentations) to the Authority in hard and soft copy. Handing over raw data and analysis is integral to the completion of a deliverable and payment will only be made upon completion.

10. Review Process

BMTC shall review the progress of the Bidder and grant necessary approvals during the Contract Period in a timely manner.

11. **Reporting Requirement**s

11.1. The Bidder shall submit deliverables as per the scope of work as outlined in the Terms of Reference. These deliverables shall be submitted to the concerned Authority and the review of the deliverable shall be done by the relevant approving Authority.

11.2. The Bidder shall conduct planning and review meetings with the Department and its undertakings and shall submit deliverables &reports

11.3. The reports shall be submitted in English in both hard and soft copies. As and when required, the Bidder may be asked to present their report as a presentation.

Section 5. - Technical Proposal – Standard Forms

5A. Technical Proposal Submission Form

5B. Details of the Bidder

5C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Authority.

5D. Financial Capacity of the Bidder

5E. Bidder's References

5F. Team Composition and Task Assignments

5G. Format of Curriculum Vitae of Proposed Key Personnel

5H. Description of the Methodology and Work Plan for Performing the Assignment.

5I. Power of Attorney of Authorised Signatory

5J. Financial Bid Format

5K. Draft Contract

5A - Technical Proposal Submission Form

[To be submitted on the Bidder's letterhead]

Date:

To
The Controller of Stores & Purchase
BMTC, Government of Karnataka
BMTC Central Building,
Shanthi Nagar,
Bangalore 560 027

Dear Sir / Madam:

Sub: RfP for Selection of Transaction Advisor for Asset Monetization of several assets of BMTC in and around Bengaluru

Ref.: RfP No. Dtd.

We, the undersigned, offer to provide services for the above in accordance with your Request for Proposal notified in the Karnataka Public Procurement Portal as indent no:..... We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on the Karnataka Public Procurement Portal. I/we, having examined all relevant documents and understood their contents, hereby submit our Bid Reponse for the RfP for Selection of Transaction Advisor for Asset Monetization of several assets of BMTC in and around Bengaluru**.**

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to BMTC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We have at least 10(ten) years of experience as on the date of notice inviting tender in providing consulting services to government agencies.
4. I/We certify that in the last five years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/we have not blacklisted/barred by the Government of Karnataka or any of its agencies for any reasons whatsoever.
6. I/we have not been blacklisted/barred by the Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of contract after an award of work.
7. I/we am/are not involved in any major litigation that may affect or compromise the delivery of service required if we were to be awarded with this work.
8. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority.
9. I/We do not have any conflict of interest.
10. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Sub-Clause 2.7.1(d) of General Conditions of Contract in the RFP document, in respect of any tender or request for proposal issued by or any Contract entered into with the Authority or any other public sector enterprise or any government, Central or State; and
11. The Proposal is unconditional.

12. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP.
13. I/we hereby declare that the information / documents / certificates submitted by M/s …… (Name of the Bidder) along with this RfP for Selection of Transaction Advisor for Asset Monetization of several assets of BMTC in and around Bengaluru are genuine, and nothing has been concealed. I / we shall have no objection in case Bengaluru Metropolitan Transport Corporation, Government of Karnataka verifies them from issuing authority(ies). I / we shall also have no objection in providing the original copy of the document(s), in case the Authority demand so for verification.
14. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with Clause 2.7.3 of the RFP document.
15. I hereby confirm that in case, any document, information & /or certificate submitted by me found to be incorrect/false/fabricated, the Authority at its discretion may disqualify / reject my application for pre-qualification out rightly and also debar …… (Name of the Bidder)from participating in any future tenders.
16. I, hereby submit a declaration that the tender submitted by the undersigned on behalf of the tenderer …… (Name of the Bidder) shall not be withdrawn or modified during the period of validity or extended period of validity.
17. I, on behalf of the tenderer …… (Name of the Bidder), also accept the fact that in case the tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case it is awarded to us or we fail to submit and Performance Security, and Additional Performance Security, if any, before the deadline fixed in the tender document, then …… (Name of the Bidder) will be debarred for participation in the tendering process of the procurements of this procurement entity for a period of one year from the date of default.
18. I/We certify that we are not an entity from a country identified to restrict Bidders from participation in their Government Procurements.
19. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

If negotiations are held by the Authority, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

For [Name of Bidder]

Name :
Title :
Date :
Place :

5B – Details of the Bidder

[On the Letterhead of the Bidder]

S.No	Criteria	Details
1.	**Bidder Details**	
a.	Name of Company/LLP / Firm	
b.	Type of Entity	(such as Company / LLP / Partnership, etc.)
c.	Country of Incorporation	
d.	Date of Incorporation and/or Commencement of Business	
e.	Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project	
f.	Registered Office Details	Address: Contact Person: Mobile: Email: Fax:
g.	Branch/Regional Office Details	Address: Contact Person: Mobile: Email: Fax:
h.	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Email:
i.	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Email:
2.	Years of experience in providing consultancy services to Central Government / State Government / Public Sector Undertaking Authority's	___ years of experience
3.	Enclosed Form 5A	Form Enclosed: [] Yes [] No
4.	Enclosed Form 5B	Form Enclosed: [] Yes [] No Supporting Documents Enclosed: [] Yes [] No
5.	Enclosed Form 5C	Form Enclosed: [] Yes [] No
6.	Enclosed Form 5E	Form Enclosed: [] Yes [] No
7.	Enclosed Form 5F	Form Enclosed: [] Yes [] No
8.	Enclosed Form 5G	Form Enclosed: [] Yes [] No
9.	Enclosed Form 5H	Form Enclosed: [] Yes [] No
10.	Enclosed Form 5I	Form Enclosed: [] Yes [] No
11.	Enclosed Form 5J	Form Enclosed: [] Yes [] No
12.	Enclosed Form 5K	Form Uploaded on KPPP: [] Yes [] No

Yours sincerely,

For [Name of Bidder]

Name :
Title :
Date :

5C - Comments and Suggestions on the Terms of Reference

On the Terms of Reference:

1.

2.

3.

4.

5.

On the Data, Services, and Facilities to be provided by the Authority

1.

2.

3.

4.

5.

Yours sincerely,

For [Name of Bidder]

Name :

Title :

Date :

Place :

5D - Financial Capacity of the Bidder

[On the Letterhead of the Statutory Auditor]

Date:

We have verified the relevant records of M/s. _____ [*Name of the Bidder*], and certify that their annual turnover in the last 3 (three) financial years from the date of notice inviting tender as mentioned in the table below.

Annual Turnover (INR in Cr)			**Minimum Average Annual Turnover** (INR in Cr)
FY 2022-23	FY 2023-24	FY 2024-25	

This certificate is being issued to be produced before BMTC, Government of Karnataka for the assignment Selection of Transaction Advisor for Asset Monetization of several assets of BMTC in and around Bengaluru**.**

(Seal and signature of Auditor)

Name of the audit firm: _____

CA Membership Number: _____

Date: _____

UDIN:_____

Instructions:

1. The Bidder should provide details of their own Financial Capacity as specified in Data Sheet Clause 5.3.1
2. The Financial Capacity of the parent / subsidiary / associate entities of the Bidder would not be considered for evaluation.

5E - Bidder's References

[Relevant Services carried out in the last 10 (ten) years that best illustrate Qualifications]

A. Summary of Experience

The Bidder shall provide a summary of their work experience in the following format:

Note: Bidders should use one row for each assignment submitted for assessment.

A.1 Experience in Financial Assessment:

S. No	Name of Assignment	Name of Authority	Relevant Services as per Criteria	Contract Price *(INR in Cr)*	Start Date *(Month, Year)*	End Date *(Month, Year)*
1.						
2.						
3.						
4.						
5.						

B. Details of Experience

Using the format below, provide information on each reference assignment for which your organisation, either as an individual corporate entity or as one of the major companies within an association, was legally contracted. Attach relevant work order / contract / agreement for each reference assignment.

S. No	Particulars	Details
1.	Name of Assignment	
2.	Name of Authority	
3.	Location of Authority	
4.	Authority's Sector	
5.	Contact Person for Authority	*Name:* *Designation:* *Phone:* *Email:*
6.	Start Date of Assignment	
7.	End Date of Assignment	
8.	Duration of Assignment *(for PMU Projects only)*	
9.	Value of Assignment *(Contract Value, Professional Fees, or Payments Received)*	
10.	Estimated Project Cost / Capital Cost of Project	
11.	Has PPP Project Been Awarded / Concession Agreement Signed *(for PPP Projects only)*	
12.	Objectives of the Assignment	

S. No	Particulars	Details
13.	Description of actual services provided for Assignment	
14.	Key Personnel / Senior Staff involved for Event	
15.	Name and Role of Associated Bidders if any	
16.	Brief Description of Results Achieved during Assignment	
17.	Proof of Undertaking for Assignment	*Type of Document:* *Date of Issue of Document:* *Enclosed: [] Yes [] No*
18.	Proof of Completion for Assignment*(if applicable)*	*Type of Document:* *Date of Issue of Document:* *Enclosed: [] Yes [] No*

Yours sincerely,

For [Name of Bidder]

Name :
Title :
Date :
Place :

Note:

1. *The Technical Experience of the parent/ subsidiary/associate entities of the Bidder shall not be considered for assessment of eligibility.*
2. *For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the lead member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project.*
3. *The Authority shall be free to make enquiries from previous Authority's of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Authority making such enquiries from their existing/past Authority's.*
4. *At least one of the following documents issued by the Authority for the assignment should be submitted as proof for the respective assignment*

    - *Work Order*
    - *Contract / Agreement*
    - *For Consultancy Services for PPP projects, the proof of completion such as completion certificate or performance certificate should also be submitted.*

    The document submitted should meet all the requirements as per the criteria as per Clause 5.3.1 and Clause 5.3.2 of the Data Sheet.
5. *The Authority reserves the right to request any further supporting documents from the Bidders prior to the signing of the contract.*

5F - Team Composition and Task Assignments

1. **Key Personnel**

S. No	Name	Position	Educational Qualification	Years of Work Experience	Tasks
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

Yours sincerely,

For [Name of Bidder]

Name :
Title :
Date :
Place :

5G - Format of Curriculum Vitae of Proposed Key Personnel

[Kindly refer to Clause 8 of Section 5 Terms of Reference for details on requirements for Educational Qualification and Work Experience]

Name of the Entity							
Name of Staff *[Provide full name]*							
Proposed Position *[Only one candidate to be nominated for each position]*							
Total Years of Experience *[in years and months]*							
Association with the Bidder	a. In what capacity: *Full time/Part time/Contract employee* b. Since when: Month, *Year* c. Whether association is for this project alone: *Yes/No*						
Date of Birth *[dd/mm/yyyy]*							
Nationality							
Key Educational Qualifications *[Summarize college/university and other specialised education of staff member, giving names of schools, dates attended and degrees obtained]*	***S. No***	**Start Date**	**End Date**	**School/ College**	**University**	**Location**	**Degree Obtained**
	1						
	2						
	3						
Employment Record *[Starting with the present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisation, titles of positions]*	**S. No**	**Name of the Organization**		**Designation**		**From** (month, year)	**To** (month, year)
	1						
	2						
	3						
Key Work Experiences[2] *[replicate the above parameters and list all the assignments to be considered for Technical Evaluation of the proposed Key Personnel]*	*Brief of key experience of the proposed Key Personnel*						
Assignment 1: *[Name of the assignment]* Year: *[From-To]* Location: Authority: Position held: Main project features: [*Brief of the project]* Activities performed: [*List of all the activities performed in the assignment]* • • •							
Assignment 2: *[Name of the assignment]* Year: *[From-To]* Location:							

[2] Kindly ensure experience covers the requirements as per Terms of Reference. Kindly list only the relevant experience.

Authority: Position held: Main project features: [*Brief of the project]* Activities performed: [*List of all the activities performed in the assignment]* • • •				
Membership with Professional bodies:	*[List of memberships]*			
Proficiency in Languages *[Excellent, good, fair and poor]*	**Language**	**Speaking**	**Reading**	**Writing**
	English			
	Kannada			
	Hindi			

Undertaking for Relevant Qualification and Experience:

I hereby undertake that I meet the following requirements for the position of _____ (proposed position) for the assignment *Selection of Professional Consultancy Firm for undertaking Financial Assessment through Innovative Capital Funding for the State*

- Educational Qualification: _____
- Experience: _____

  _____

[Kindly specify educational qualification and experience as per the requirements specified in the Terms of Reference for the proposed position of the staff]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]
Full Name of Staff Member: _____

_____ Date: _____
[Signature of authorised representative of the Bidder]
Full Name of Authorized Representative: _____

5H - Description of the Methodology and Work Plan for Performing the Assignment

[Soft copy and Hard copy to be submitted to the Evaluation Committee at the time of the Technical Presentation]

BIDDER'S NAME: _____

The shortlisted Bidders shall make a detailed Technical Presentation on the aspects listed under the evaluation criteria for Approach and Methodology as per Clause 5.3.2 SN3 of the Data Sheet.

The presentation is not required to be submitted at the time of submission of the Technical Proposal on the Karnataka Public Procurement Portal. Shortlisted bidders shall present to the evaluation committee as notified by the Authority.

The proposed Team Leader and at least 2 proposed Key Personnel must be present for the technical presentation. It is desirable that all the proposed Key Personnel are present for the technical presentation.

The soft copy of the presentation and any associated supporting documents are to be submitted along with a covering letter to the evaluation committee at the time of the technical presentation via email to cosp@mybmtc.com

5I - Power of Attorney of Authorised Signatory

Know all men by these presents, we……. (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for Services for the proposed assignment **"**RfP for Selection of Transaction Advisor for Asset Monetization of several assets of BMTC in and around Bengaluru**"** by the Bengaluru Metropolitan Transport Corporation, Government of Karnataka(the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20..... in line with the following points

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Yours sincerely,

For [Name of Bidder]

Name :
Title :
Date :

Witnesses:
1.
2.

(Notarised)

Accepted

……
(Signature)
(Name, Title and Address of the Authorized Signatory)

5J - Financial Proposal Submission Form

[Only to be submitted on the KPPP Portal]

Date:

To
The Controller of Stores and Purchase
BMTC, Government of Karnataka
BMTC Central Building,
Shanthi Nagar,
Bangalore 560 027

Dear Sir / Madam:

Sub: RfP for Selection of Transaction Advisor for Asset Monetization of several assets of BMTC in and around Bengaluru

Ref.: RfP No. Dtd.

We, the undersigned, offer to provide Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Financial Proposal). Our attached Financial Proposal is for the Lumpsum Consultancy Fee of

S.No	Description	Amount (INR)
1.	Lump Sum Cost for Transaction Advisory Services (including all applicable taxes and cess)	**To be quoted in KPPP Portal only**

We understand that the Authority reserves the right to negotiate the Financial Proposal for the services as a whole or for individual sub-components of the services as specified in the Data Sheet.

We undertake that our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

For [Name of Bidder]

Name :
Title :
Date

Note

1. *Bidder should quote their Consultancy Fee as a lumpsum fee for the tender inclusive of all taxes, duties and cess directly on the Karnataka Public Procurement Portal. Detailed breakdown of cost as per Section 5J shall be submitted by the selected Bidder at the time of the negotiation meeting.*
2. *The financial bid shall be evaluated on the basis of Total Cost as quoted above.*

3. *Payments will be made as per stipulations in the Terms of Reference Section of this RFP.*
4. *In case of any discrepancy between the Financial Proposal and the Summary of Costs, the Authority shall correct any computational errors made by the Bidder to bring the Summary of Costs in line with the submitted Financial Proposal.*
5. *The successful bidder should submit the breakup of resources and any other information as requested by the Authority, failing which the Bidder maybe be disqualified and blacklisted.*

Yours sincerely,

For [Name of Bidder]

Name :
Title :
Date :

Section 6. - Draft Agreement

This CONSULTANCY AGREEMENT (hereinafter called the "Agreement") is made on the ____ day of the month of [*Month*], [**year**], between, on the one hand, [name of the Authority] (hereinafter called the "**Authority**") and, on the other hand, [name of the consultant] (hereinafter called the "**Consultant**").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called as "Client" or "the Authority") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Authority for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant"]
WHEREAS

a. The Authority has invited the Consultant to provide Consultancy services as defined in this Consultancy Agreement (hereinafter called the "Services");

b. the Consultant, having represented to the Authority that they have the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement for a sum of Rs. _(Rupees _____Only) (hereinafter called as the "**Consultancy Fee**");

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following conditions and documents in the indicated order of precedence (higher to lower) herein below shall be deemed to form and be read and construed an integral part of this Agreement irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Agreement shall imply reference to all these documents as well:

   a. Consultancy Agreement including Conditions of Contract (i) The General Conditions of Consultancy ("GCC"), the Special Conditions of Consultancy ("SCC") and the following Appendices thereto at Section III:

Appendix A:	Description of Services
Appendix B:	Reporting Requirements
Appendix C:	Personnel
Appendix D:	Services and Facilities to be provided by the Authority
Appendix E:	Breakdown of Consultancy Fee
Appendix F:	Performance Security Deposit
Appendix G:	Notification of Award and Letter of Acceptance
Appendix H:	Any modification, addendum, Pre-Proposal meeting proceedings
Appendix I:	Undertaking for Confidentiality

   b. Letter of Acceptance.

   c. Record Notes/ Minutes/ confirmations of specific agreements pursuant to post proposal discussions/ clarifications (in case of any ambiguity or conflict amongst the specific agreements the latest dated specific agreement shall prevail);

   d. Consultant's completed Proposal Forms submitted with the Technical Proposal

2. In the event of any ambiguity or conflict between the Consultancy Documents listed above, the order of precedence shall be the order in which the Consultancy Documents are listed in Clause 1 above.

3. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

a. The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and

b. the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

For and on Behalf of Bengaluru Metropolitan Transport Corporation, Government of Karnataka	For and on behalf of – Name of Consultant
By	By
(Signature and Designation of the Authorized Representative of the Authority)	(Signature and Designation of the Authorized Representative of the Consultant)